

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

GEOFFREY MARK TALSMA,
a/k/a GEOFFREY MARK HAYS TALSMA,
GREGORY MARK GLEESING,
LOVEDEEP SINGH DHANOA,
a/k/a PRINCE DHANOA, and
PAUL STEVEN LARSON,

Defendants.

INDICTMENT

The Grand Jury charges:

COUNTS 1-17
(Mail Fraud)

From in or about January 2016, and continuing to in or about March 2021, in the
Southern Division of the Western District of Michigan,

**GEOFFREY MARK TALSMA,
a/k/a GEOFFREY MARK HAYS TALSMA,
GREGORY MARK GLEESING,
LOVEDEEP SINGH DHANOA,
a/k/a PRINCE DHANOA, and
PAUL STEVEN LARSON,**

defendants, and others known to the grand jury, having devised and intending to devise a scheme and artifice to defraud Amazon.com, Inc. (Amazon) of money and property by means of materially false and fraudulent pretenses, representations and promises, in order to execute the scheme, knowingly caused to be sent and delivered by the United States Postal Service and private and commercial interstate carriers, according to the directions thereon, textbooks through

Amazon's textbook rental program. Specifically, **GEOFFREY MARK TALSMAN**, both alone and in conjunction with **GREGORY MARK GLEESING, LOVEDEEP SINGH DHANOA**, and **PAUL STEVEN LARSON**, rented thousands of textbooks through Amazon's textbook rental program with no intention of returning the textbooks by the specified return date or paying the established buyout price for the textbooks, and then sold the textbooks to local textbook businesses and through the internet.

GENERAL ALLEGATIONS

A. THE AMAZON TEXTBOOK RENTAL PROGRAM

1. Amazon is an internet-based retailer located in Seattle, Washington, that offers numerous products for sale via its website, Amazon.com, and delivery via its supply chain.

Amazon fulfills customer orders by, among other methods, retrieving the ordered item from an Amazon warehouse facility, referred to as an Amazon Fulfillment Center, and delivering that item to the customer's address or pick-up location using a third-party shipper, such as the U.S. Postal Service, FedEx, UPS or via Amazon's own delivery-driver network.

2. Customers access and order products from Amazon using an account created through the Amazon website. Amazon assigns every account a unique identifying number. To create an account, customers must establish a username and password, email address or telephone number. To order items, a customer must provide Amazon a physical address and a credit card, debit card or bank account number.

3. Amazon offers textbooks for rental through its textbook rental program.

4. To rent a textbook, an Amazon customer uses the Amazon website to log into his or her unique Amazon account. Once logged into the Amazon system, the customer navigates to the textbook rental program. The customer is then able to search or use identifying information

for the textbook to locate it on the Amazon system. The system displays the rental price, as well as a purchase price depending upon whether the textbook is new or used. The rental price is usually a small fraction of the purchase price, making the rental program financially advantageous to college students and other users.

5. Once the customer selects a textbook, the textbook is moved to the customer's rental cart. The system then prompts the customer to again enter his or her login information (username, password and email address or telephone number) for Amazon to verify the rental. Once this is completed, the system generates the terms of the rental, which includes the rental price, the due date for return of the textbook and a buyout price if the user chooses to keep (or fails to return) the textbook. The customer pays the rental price with a credit card, Amazon gift card or other means of payment. The customer then provides shipping information, which must include an address, phone number, and the name the user chooses to receive the textbook.

6. The customer must provide a valid credit or debit card to secure payment of the buyout price in the event the customer does not return the rental textbook by the due date.

7. A customer cannot rent more than 15 textbooks at any time through the textbook rental program. If a customer attempts to rent more than 15 textbooks, the system will generate a message telling the customer that he or she has exceeded the number of allowable rental textbooks.

8. As the due date for return of the textbook approaches, Amazon will send the customer a reminder about the return date. If the textbook is not returned by the due date, Amazon will send additional reminders to the customer to return the textbook, to pay an additional fee to extend the due date on the rental, or to pay the buyout price and keep the book.

If the textbook is not returned after these additional reminder emails, Amazon will charge the credit or debit card on file for the buyout price of the particular textbook.

B. AMAZON CONCESSIONS

9. Amazon policy allows customers to request a replacement for an ordered item under certain circumstances, such as the item never arrived, arrived damaged, did not work properly, was the wrong item, or other reasons. Similarly, under certain circumstances Amazon will provide the customer with a refund and/or close the rental or purchase transaction. Amazon calls these interactions to replace items, close the transaction or refund the customer “concessions.”

THE SCHEME TO DEFRAUD

10. **GEOFFREY MARK TALSMAN** repeatedly stole, obtained by fraud, or converted to his own use textbooks from Amazon through the textbook rental program by carrying out a sophisticated fraud scheme.

11. **GEOFFREY MARK TALSMAN** intentionally disguised his true identity from Amazon on hundreds of occasions to circumvent Amazon’s fifteen-book per customer limit. Instead of using one established Amazon customer account when making additional orders, **GEOFFREY MARK TALSMAN** created new Amazon accounts using slightly different identifiers, variations of his name, names of other individuals, different mailing addresses, and slightly different email addresses or telephone numbers.

12. Each time **GEOFFREY MARK TALSMAN** created a new Amazon account and rented textbooks, he made materially false representations or concealed material facts, including, but not limited to:

- a. Concealing that he was the same customer who already utilized prior Amazon accounts to rent 15 textbooks that had not yet been returned or purchased;

- b. Misrepresenting the name of the customer on his account by refusing to use his own true name;
- c. Misrepresenting the physical address and street number associated with his customer account;
- d. Misrepresenting the true email associated with his customer account.

13. **GEOFFREY MARK TALSMA** further carried out the scheme by using Amazon gift cards to pay the rental price for the textbooks and using MyVanilla Visa cards to secure payment of the buyout price for the textbooks. These gift cards and MyVanilla Visa cards did not contain **GEOFFREY MARK TALSMA**'s name or other means of identifying him as the person renting the textbooks. **GEOFFREY MARK TALSMA** made sure that the MyVanilla Visa cards did not have sufficient credit balances, or any balance at all, when the textbook rentals were past due so that Amazon could not collect the book buyout price from those cards.

14. **GEOFFREY MARK TALSMA** recruited individuals, including defendants **GREGORY MARK GLEESING, LOVEDEEP SINGH DHANOA, and PAUL STEVEN LARSON**, and other individuals known to the grand jury, to allow him to use their names and mailing addresses to further continue receiving rental textbooks in amounts well above the fifteen-book limit.

15. As time progressed, **GEOFFREY MARK TALSMA** used **GREGORY MARK GLEESING, LOVEDEEP SINGH DHANOA, and PAUL STEVEN LARSON** to order textbooks for him through their own Amazon accounts and with their own email accounts and personal identifiers so that he could obtain even more textbooks from Amazon's textbook rental program. **GEOFFREY MARK TALSMA** taught **GREGORY MARK GLEESING, LOVEDEEP SINGH DHANOA, and PAUL STEVEN LARSON** how to order their own

Amazon textbooks and circumvent the fifteen-book limit, and then assisted them in selling these textbooks for a profit to local textbook businesses or over the internet.

16. On many occasions, **GEOFFREY MARK TALSMA** called Amazon's customer service department and claimed that he did not receive the textbooks or that he received other items that he could not return. As a result of these false representations, Amazon either credited **GEOFFREY MARK TALSMA's** account for the amount of the rental fee and/or closed the rental for the textbook. The closing of the rental put **GEOFFREY MARK TALSMA** under the fifteen-book limit on the associated account and allowed him to rent more textbooks on the same account. On many occasions, **GEOFFREY MARK TALSMA** rented additional textbooks using the credit he obtained through his fraudulent concession call.

17. Over the relevant time period, **GREGORY MARK GLEESING, LOVEDEEP SINGH DHANOA**, and **PAUL STEVEN LARSON** separately aided and abetted **GEOFFREY MARK TALSMA** in his scheme to defraud Amazon. In total, **GEOFFREY MARK TALSMA, GREGORY MARK GLEESING, LOVEDEEP SINGH DHANOA**, and **PAUL STEVEN LARSON** defrauded Amazon by renting over 14,000 textbooks, failing to return them or pay the buyout price, and selling them for a profit. As a result of the scheme to defraud, Amazon suffered a loss in excess of \$1,500,000.00.

18. During the relevant time period, **GEOFFREY MARK TALSMA**, acting alone and at times with the assistance of **GREGORY MARK GLEESING, LOVEDEEP SINGH**

DHANOA, and **PAUL STEVEN LARSON**, who separately aided and abetted him, caused the following executions of the scheme to defraud on or about the dates indicated:

| Count | On or About | Mailed from | Mailed to | Carrier | Order details | Textbook | Defendants |
|-------|-------------|------------------------|---------------------------------------|-----------------------|---|---|------------------|
| 1 | 7/17/2017 | Chester, Virginia | 1391 Merrybrook, Kalamazoo, MI | U.S. Postal Service | Order ending in - 0591454; customer “Gregg” and email “Aevisawesome@mail.com” | <i>Using Econometrics: A Practical Guide</i> (7th Edition) | Talsma; Gleesing |
| 2 | 8/17/2017 | Kenosha, Wisconsin | 5713 Alten St., Portage MI | U.S. Postal Service | Order ending in - 1542648; customer “Jeff Talma”; email “Amyslovr1414@mail.com” | <i>University Physics with Modern Physics</i> (14th Edition) | Talsma; Gleesing |
| 3 | 9/10/2017 | Shakopee, Minnesota | 7040 Balfour Dr. Portage, MI | U.S. Postal Service | Order ending in - 4396266; customer “Paul Larrsson” email “yonderdonder@outlook.com” | <i>Compensation</i> (Irwin Management) | Talsma; Larson |
| 4 | 3/6/2018 | Chester, Virginia | 2206 Rosewood Ave., Portage, Michigan | Federal Express | Order ending in - 1554638; customer “Jeff Teellema” and email “princethanoa8@yahoo.com” | <i>Options, Futures, and Other Derivatives</i> (10th Edition) | Talsma; Dhanoa |
| 5 | 3/6/2018 | Middletown, Delaware | 2206 Rosewood Ave., Portage, Michigan | United Parcel Service | Order ending in – 4804249; customer “Jeff Teellema” and email “princethanoa8@yahoo.com” | <i>Chemistry: Atoms First</i> | Talsma; Dhanoa |
| 6 | 5/13/2018 | Chattanooga, Tennessee | 7141 Provence Dr., Portage, Michigan | U.S. Postal Service | Order ending in – 2973847; customer “Princed Dhanoa”; email “dhantheman@mail.com” | <i>Economics</i> (Irwin Economics) | Talsma; Dhanoa |
| 7 | 6/13/2018 | Tracy, California | 2206 Rosewood Ave., Portage, Michigan | U.S. Postal Service | Order ending in – 7223400; customer “Prince Dhanoa”; email “justinklan@outlook.com” | <i>Business Statistics: A Decision-Making Approach</i> (10th Edition) | Talsma; Dhanoa |
| 8 | 6/21/2018 | Monee, Illinois | 2206 Rosewood Ave., | U.S. Postal Service | Order ending in – 5314654; customer “Lesal Bureaner”; | <i>Compensation</i> (Irwin Management) | Talsma |

| | | | | | | | |
|----|-----------|-------------------------|---|-----------------------------|--|---|-------------------|
| | | | Portage, Michigan | | email “darights@ mail.com” | | |
| 9 | 7/9/2018 | Middletown, Delaware | 1509 Edington St., Portage, Michigan | U.S. Postal Service | Order ending in – 5349846; customer “R.S.”; email “backlineis mine@mail .com” | <i>Physics</i> (5th Edition) | Talsma |
| 10 | 7/15/2018 | Chester, Virginia | 1509 Edington St., Portage, Michigan | U.S. Postal Service | Order ending in – 8574638; customer “T.N.”; email “creeponit@mail.co m” | <i>Campbell Biology</i> (11th Edition) | Talsma |
| 11 | 7/25/2018 | Etna, Ohio | 1713 Edington St., Portage, Michigan | U.S. Postal Service | Order ending in – 5804257; customer “T.N.”; email “creeponit@ mail.com” | <i>Compensation</i> (Irwin Management) | Talsma |
| 12 | 7/25/2018 | Etna, Ohio | 1713 Edington St., Portage, Michigan | U.S. Postal Service | Order ending in – 2788267; customer “J.H.”; email “yellowbricks1@mail .com) | <i>Perloff: Managerial Economic Strategy</i> (2nd Edition) | Talsma |
| 13 | 8/10/2018 | Etna, Ohio | 750 Pleasant Ave., Apt. 202, Kalamazoo, Michigan | U.S. Postal Service | Order ending in – 6344257; customer “Paul Larson”; email “larsonpaul412@gma il.com | <i>Elementary Surveying: An Introduction to Geomatics</i> (15th Edition) | Talsma; Larson |
| 14 | 9/17/2018 | Romulus, Michigan | 820 S. Westnedge Ave. Kalamazoo, Michigan | U.S. Postal Service | Order ending in – 8036276; customer “M.B.”; email “mchlhaber@ gmail.com” | <i>Economics</i> (Irwin Economics) | Talsma |
| 15 | 9/17/2018 | Kenosha, Wisconsin | 6650 S Westnedge Ave, Portage Michigan | U.S. Postal Service | Order ending in – 6710608; customer “Prince D”; email “greatskeet1@mail.c om | <i>Operations and Supply Chain Management</i> (McGraw-Hill Education) | Talsma; Dhanoo |
| 16 | 6/11/2019 | Kenosha, Wisconsin | 6650 S. Westnedge Ave., Suite 146 Portage, Michigan | United Parcel Service | Order ending in – 2393829; customer “Andre”; ph. no. xx- xx-5264 | <i>Digital Fundamentals</i> (11th Edition) | Talsma |

| | | | | | | | |
|----|-----------|--------------------|--|--------|--|---|--------|
| 17 | 2/28/2021 | Monee, Illinois | 1130 E. Osterhout Ave, Portage MI | Amazon | Order ending in - 5410653; customer “Geffeey”; phone number “xxx-xx- 7338” | <i>College Mathematics for Business, Economics, Life Sciences and Social Sciences</i> | Talsma |
|----|-----------|--------------------|--|--------|--|---|--------|

18 U.S.C. § 1341

18 U.S.C. § 2(a)

COUNTS 18-26
(Wire Fraud)

Paragraphs 1 to 17 above are re-alleged and incorporated as if fully set forth herein as a scheme to defraud.

From in or about March 2018, until in or about March 2021, in the Western District of Michigan, Southern Division,

GEOFFREY MARK TALSMA,
a/k/a GEOFFREY MARK HAYS TALSMA,

defendant, having devised and intending to devise a scheme and artifice to defraud Amazon by means of materially false and fraudulent pretenses, representations and promises, transmitted by means of wire, radio, and other communication in interstate or foreign commerce certain signals, communications and writings.

Specifically, **GEOFFREY MARK TALSMA** made calls from his cellular telephone to Amazon's customer service representatives falsely representing that he did not receive the textbooks that he ordered but instead received items that he could not return through the mail, or falsely representing that he did not receive any items at all, in order to cause Amazon to grant him a concession and to credit his account and close out the subject rental. **GEOFFREY MARK TALSMA** executed his scheme to defraud Amazon through concession calls on or about the dates indicated below:

| Count | Date (On or about) | Destination | Concession Call Details | Description of Call |
|-------|-----------------------|---|---|---|
| 18 | 3/9/2018 | Amazon Call Center outside of Michigan | Amazon Contact Number - A2CEXGBAL7LTQ; Account Name "Jeff Teellema"; email prinedhanoa8@yahoo.com" | Talsma claims he received a box of alcohol-based sanitary baby wipes and a case of Bic lighters, instead of textbooks. |
| 19 | 6/15/2018 | Amazon Call Center outside of Michigan | Amazon Contact Number - A2ZQ0HW89VRIBY; Account Name "Prince Dhanoa"; email "justinklan@outlook.com" | Talsma identifies himself as Prince claiming he received True Fuel 50:1 ratio fuel oil that caused a fire in his trash receptacle when he disposed of it. |
| 20 | 6/22/2018 | Amazon Call Center | Amazon Contact Number - A1D4PZMAO3KYGJ; | Talsma identifies "Lesal Bureaner" as his girlfriend and |

| | | | | |
|----|-----------|--|---|---|
| | | outside of Michigan | Account Name “Lesal Bureaner”; email “darights@mail.com” | claims to have received the wrong items, to include flammables. |
| 21 | 7/11/2018 | Amazon Call Center outside of Michigan | Amazon Contact Number - A1MXR8RWSX25NO; Account Name “R.S.”; email “backlineismine@mail.com” | Talsma identifies himself as Geoff and claims to be calling on behalf of the account holder, his spouse. Talsma claims to have received wrong items, dog training pee pads (Silicon Product) and bottle of leaking Tiki Torch Fuel (Flammable). |
| 22 | 7/17/2018 | Amazon Call Center outside of Michigan | Amazon Contact Number - A235NSOS4CPLYL; Account Name “T.N.”; email “creeponit@mail.com” | Talsma identifies himself as Tim and claims to have received leaking Tiki Torch Fuel. |
| 23 | 7/28/2018 | Amazon Call Center outside of Michigan | Amazon Contact Number - A1XLM8ZQ44Q0SF; Account Name “J.H.”; email “yellowbricks1@mail.com” | Talsma identifies himself as J.H. and claims to have a case of Tiki Torch fuel, a flammable item. |
| 24 | 9/20/2018 | Amazon Call Center outside of Michigan | Amazon Contact Number - ANLS2V2411Y7U; Account Name “M.B.”; email “mchlhaber@gmail.com” | Talsma identifies himself as Mike and claims to have received incorrect items. |
| 25 | 9/22/2018 | Amazon Call Center outside of Michigan | Amazon Contact Number - A38MONB8RA98RN; Account Name “Prince D”; email “greatskeet1@mail.com” | Talsma identifies himself as Prince D. and claims to have received incorrect items that were flammables. |
| 26 | 3/02/2021 | Amazon Call Center outside of Michigan | Amazon Contact Number - A1T7IAFJFS4JQP; Account Name “Geffeey”; Phone number “2693517338” | Talsma identifies himself and requests to close the account because the package was empty and the contents were lost in outbound shipping. |

18 U.S.C. § 1343

COUNT 27
(Aggravated Identity Theft)

On or about July 17, 2018, in the Southern Division of the Western District of Michigan,

GEOFFERY MARK TALSMA,
a/k/a GEOFFREY MARK HAYS TALSMA,

defendant, during and in relation to the felony of wire fraud charged in Count 22 of this indictment, which is incorporated as if alleged herein, knowingly transferred, possessed, and used, without lawful authority, the means of identification of T.N.

Specifically, when calling Amazon to seek a concession through false representations on an account in the name of T.N., defendant knowingly transferred, possessed, and used, without lawful authority, the name and address of T.N.

18 U.S.C. § 1028A(a)(1)

18 U.S.C. § 1028A(c)(5)

18 U.S.C. § 1028A(b)

COUNT 28
(Aggravated Identity Theft)

On or about July 28, 2018, in the Southern Division of the Western District of Michigan,

GEOFFERY MARK TALSMA,
a/k/a GEOFFREY MARK HAYS TALSMA,

defendant, during and in relation to the felony of wire fraud charged in Count 23 of this indictment, which is incorporated as if alleged herein, knowingly transferred, possessed, and used, without lawful authority, the means of identification of J.H.

Specifically, when calling Amazon to seek a concession through false representations on an account in the name of J.H., defendant knowingly transferred, possessed, and used, without lawful authority, the name and address of J.H.

18 U.S.C. § 1028A(a)(1)

18 U.S.C. § 1028A(c)(5)

18 U.S.C. § 1028A(b)

COUNT 29
(Interstate Transportation of Stolen Property)

Paragraphs 1 to 17 are re-alleged and incorporated as though fully set forth herein.

From in or about February 14, 2016, to in or about March 1, 2021, in the Western District of Michigan,

GEOFFREY MARK TALSMA,
a/k/a GEOFFREY MARK HAYS TALSMA,

defendant, unlawfully transported, transmitted and transferred, or caused to be transported, transmitted and transferred, in interstate commerce, from Kalamazoo and Lawrence, Michigan, to Kentucky, Oregon and additional states other than Michigan, stolen goods, wares and merchandise, that is, Amazon textbooks obtained from Amazon's textbook rental program, of the value of \$5,000 or more, knowing the same to have been stolen, converted, and taken by fraud.

18 U.S.C. § 2314

COUNT 30
(False Statement to the FBI)

Paragraphs 1 to 17 are re-alleged and incorporated as though fully set forth herein.

On or about March 5, 2021, in the Southern Division of the Western District of Michigan,

GEOFFREY MARK TALSMA,
a/k/a GEOFFREY MARK HAYS TALSMA,

defendant, knowingly and willfully made a materially false, fictitious, and fraudulent statement in a matter within the jurisdiction of the executive branch of the Government of the United States of America, as follows:

When a special agent of the Federal Bureau of Investigation asked the Defendant if he ever called Amazon specifically requesting a refund for receiving the wrong item or an item he did not order, he replied “No.”

18 U.S.C. § 1001(a)(2)

COUNT 31
(False Statement to the FBI)

Paragraphs 1 to 17 are re-alleged and incorporated as though fully set forth herein.

On or about March 5, 2021, in the Southern Division of the Western District of Michigan,

GEOFFREY MARK TALSMA,
a/k/a GEOFFREY MARK HAYS TALSMA,

defendant, knowingly and willfully made a materially false, fictitious, and fraudulent statement in a matter within the jurisdiction of the executive branch of the Government of the United States of America, as follows:

When a special agent of the Federal Bureau of Investigation asked the Defendant if he ever asked anyone to use their names or addresses to accept shipments of textbooks at their homes, he replied “no,” and stated that it was “just me.”

18 U.S.C. § 1001(a)(2)

FORFEITURE ALLEGATION
(Mail Fraud, Wire Fraud, Interstate Transportation of Stolen Property)

The allegations contained in Counts 1-17 (mail fraud), Counts 18-26 (wire fraud) and Count 29 (interstate transportation of stolen property) of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

Pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), upon conviction of any of the violations of 18 U.S.C. § 1341 set forth in Counts 1-17 of this Indictment the defendants,

**GEOFFREY MARK TALSMAN,
a/k/a GEOFFREY MARK HAYS TALSMAN,
GREGORY MARK GLEESING,
LOVEDEEP SINGH DHANOA,
a/k/a PRINCE DHANOA, and
PAUL STEVEN LARSON,**

and upon conviction of any of the violations of 18 U.S.C. § 1343 set forth in Counts 18-26, and any of the violations of 18 U.S.C. § 2314 set forth in Count 29 of this Indictment the defendant,

**GEOFFREY MARK TALSMAN,
a/k/a GEOFFREY MARK HAYS TALSMAN,**

shall forfeit to the United States of America any property, real or personal, which constitutes or is derived from proceeds traceable to the violation(s). The property to be forfeited includes, but is not limited to, the following:

1. MONEY JUDGMENT: A sum of money equal to at least \$3,397,619.09, which represents the proceeds obtained, directly or indirectly from the offenses charged in Counts 1-17, Counts 18-26, and Count 29.

2. SUBSTITUTE ASSETS: If any of the property described above, as a result of any act or omission of the defendants:

a. cannot be located upon the exercise of due diligence;

- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

18 U.S.C. § 981(a)(1)(C)

28 U.S.C. § 2461(c)

21 U.S.C. § 853(p)

18 U.S.C. § 1341

18 U.S.C. § 1343

18 U.S.C. § 2314

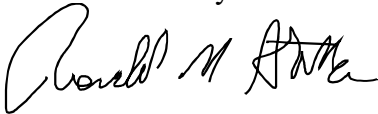
A TRUE BILL



GRAND JURY FOREPERSON

ANDREW BYERLY BIRGE

United States Attorney



RONALD M. STELLA

Assistant United States Attorney